

and endorser on notes drawn by the said Thomas Clagett in the prosecution of his said business, to the amount of ten thousand

3 Bland, 638. As to the bond required upon the granting of an injunction to restrain execution, see *Alex. Ch. Prac.* 81, 82.

VII. INJUNCTIONS TO ENFORCE EQUITABLE SET-OFFS. See *Milburn v. Guyther*, 8 Gill, 92, *note ad finem*. and in addition to the cases there cited, *Willis v. Jones*, 57 Md. 362.

VIII. INJUNCTIONS IN BEHALF OF CREDITORS. A bill charged that one of the defendants by false representations as to his solvency, induced complainants and other merchants to sell him, on credit, a large quantity of goods, and that the other defendants also imposed upon complainants by false and fraudulent representations, and, by a fraudulent combination between them and the purchaser for the purpose of defrauding complainants and securing their own antecedent debts, obtained, a short time after the purchase, a transfer of the goods from the purchaser to them, and had placed them in the hands of auctioneers to be sold at auction; that the several creditors were unable to use their remedy by replevin, except as to a very small amount of the goods, because of intermixture and change of marks, rendering it impossible for each to select and identify his goods, and asked for the transfer to be set aside and for an injunction to restrain the sale. *Held*, that the difficulty of identifying the goods, and the multiplicity of suits necessary to get possession of them, after being scattered into numberless hands by a sale at auction, makes it a case for equity to interfere by injunction to prevent a multiplicity of suits. Also that the relief sought being to set aside a fraudulent transfer of the goods, made to delay, hinder and defraud creditors, an injunction was necessary as ancillary to that relief. *Hyde v. Ellery*, 18 Md. 496.

Where a surviving partner makes an assignment for the benefit of his creditors generally, regardless of the rights of the partnership creditors against the partnership assets, an injunction will be granted to stay the sale of the property by the trustee under the assignment. *Gable v. Williams*, 59 Md. 46. Application by a creditor of B. for an injunction to restrain him from receiving, and to restrain a debtor of B. from paying, certain money due under a contract in which plaintiff was interested, refused, because plaintiff was neither a partner of B. nor was the money in question impressed with a trust in favor of plaintiff. *Reddington v. Lanthan*, 59 Md. 435.

A bill alleged that C. fraudulently combining with M. to prevent plaintiff from obtaining satisfaction of his judgment against C., executed a bill of sale of his stock in trade, goods and chattels, for a pretended consideration of \$625, and that if any part of this consideration was paid, the bill of sale was nevertheless not executed in good faith, but was a device to cheat plaintiff and to prevent his obtaining payment of his debt. It also alleged that C., notwithstanding the bill of sale, retained possession of the property and continued to dispose of it as his own and to appropriate the proceeds to his own use, and further that plaintiff was unable to discover any property belonging to C. other than that mentioned in the bill of sale. *Held*, 1. That the allegations of the bill were sufficient to warrant the granting of an injunction restraining C. and M. from selling or removing any of the property attempted to be conveyed. 2. That an allegation that the property of a debtor is beyond the reach of legal process by his creditor is as effective in the way of inducing equity to exercise its restraining power as an allegation